

PLEASE NOTE THE FOLLOWING RULES CHANGES TO YOUR CURRENT RULES BOOK AND FEES, RATES AND CHARGES

Page 1 Section II

Application and Scope: The Marina Regulations shall apply to the berthing of vessels and other activities and operations within the Long Beach marinas which include the Long Beach Marina Area [as defined in Section 16.08.110 of the Long Beach Municipal Code], the Marina Basins [as defined in Section 16.08.130 of the Long Beach Municipal Code], the Downtown Shoreline Marina [as defined in Section 16.08.130 of the Long Beach Municipal Code] and other facilities, beaches and waterways under the jurisdiction of the City of Long Beach, excluding facilities and water areas within the Harbor District of the City of Long Beach. The Long Beach marinas are under the jurisdiction of the Marine Bureau of the Parks, Recreation and Marine Department, which shall operate and control the same.

Pages 2 and 3 Section III.C

Reassignment of Slips: The Manager shall have the right to temporarily or permanently reassign slip spaces and to move or cause to be moved any vessel so reassigned. A Permittee, by applying for and accepting the use of a slip, a mooring, or other berthing facility shall be deemed to have consented to the reassignment and movement of his or her vessel to another slip, mooring, or other berthing facility (i) for the proper operation, maintenance, and repair of the Long Beach marinas, (ii) for the convenience of the City, (iii) for a special event, such as a boat show, (iv) in case of an emergency or (v) for the general betterment of the marina. Permittee further consents to the movement of his or her vessel by City personnel if, after notice to move his or her vessel is given by the Manager, Permittee fails to comply with any such notice. A Permittee shall reimburse the City for costs incurred in relocating and moving his or her vessel to another slip, mooring or other berthing facility in accordance with the schedule set forth in Section IV of these Marina Regulations. Neither City nor any of its officers or employees shall be liable to and a Permittee waives all claims for damage to persons and property sustained by a Permittee resulting from the movement of his or her vessel.

Pages 4 and 5 Section III.G.

Partnership/Corporations: No permit will be issued in the name of a partnership (general or limited), corporation, joint venture or other legal entity. A slip permit for a vessel which is registered, documented or owned by a partnership (general or limited), corporation, joint venture or other legal entity will be issued only to a natural person whose name appears on the marina waiting list and whose interest in the vessel (whether by virtue of an interest in the partnership, ownership of stock of a corporation or otherwise) is equal to or greater than that of each of the other partners, stockholders, members or associates. An applicant for a slip permit at a Long Beach marina for a vessel which is owned by a partnership (general or limited), a

corporation, joint venture, or other legal entity shall submit for approval by the Manager, a fully executed Marine Bureau Statement of Ownership. Any gift, sale, assignment or transfer of (i) the applicant's interest in the vessel (ii) his or her interest in the partnership, corporation or other legal entity by which the named Permittee transfers or attempts to transfer the right to use the assigned slip to another person or persons, (including remaining partners and/or stockholders) or to another partnership, corporation or other legal entity shall be void and shall constitute grounds for cancellation of the permit. The only exception to this rule relates to partnerships. When a partnership applies for a permit, one partner must be designated as the permittee for legal purposes. Upon execution of the permit, a list of partners will be incorporated with the permit. Under this exception, the permit may be transferred to any of the original partners, if requested by the existing permittee, and with appropriate notification and permit changes through the Marine Bureau. The remaining original partner(s) may enter into new partnerships, but the seniority relating to the existing slip will only vest with the original partners. If there are no initial partners, the permit will become void. Existing partnerships will not be grandfathered, and must contact Marine Bureau to incorporate a partnership list for purposes of this exception, and rights to the slip will revert back to effective date of the adoption of this rule or the incorporation of the partnership list, whichever is later. Notwithstanding the form of ownership of the vessel, the permit to berth the same at a Long Beach marina shall not be transferable under any circumstances, except as allowed herein. If a permittee fails or refuses to notify the Manager of a change to any of the information contained in the Marine Bureau Statement to Ownership within five (5) days from the date of any such change, such failure or refusal shall also constitute grounds for cancellation of the permit.

Page 5 Section III.H.5

The Manager or his designee shall have the right to make periodic inspections of the vessel to determine compliance with these conditions and the seaworthiness and sanitary conditions of the vessel. By reserving the right to make inspections, the City does not assume, nor shall that right be construed to impose, any liability for claims for damages to persons or property resulting from a failure to make any such inspections.

Page 6 Section III.H.9

Live aboard status will be granted only to a current permittee. No person or animal is allowed to live aboard unless the permittee is also living aboard the vessel under a valid live aboard permit.

Page 8 Section III.L

Deposits: Any sum deposited with the Marine Bureau pursuant to a permit issued by the Manager shall be deemed a security deposit for the performance by a Permittee of the provisions of the permit. The security deposit, or any portion of it, may be used to cure a default or to compensate the City of Long Beach for all damage sustained by the City resulting from a Permittee's default. Security deposit cannot be used for the last month's slip

fees. Permittee shall immediately on demand pay to the Marine Bureau a sum equal to the portion of the security deposit expended or applied. The City's obligation with respect to the security deposit are those of a debtor and not a trustee. The City shall not be required to pay interest on a security deposit.

Section III.M

Commercial Use of Slips: No slip or dock structure within the Long Beach marinas shall be used for commercial purposes unless the slip has been designated by the Manager as a commercial float. "Commercial purposes" shall include, but not be limited to, any activity involving the use of a Permittee's vessel by the Permittee or any other person, firm, or entity for which use the Permittee receives cash, credit, or any other form of valuable consideration.

Page 9 Section III.O

Waiver of Claims: Neither the City of Long Beach nor any of its officers, employees, or contractors shall be liable to a Permittee for any damage to person or property resulting from oil operations conducted on Oil Island Grissom. All vessels and property belonging to a Permittee located at a Long Beach marina shall be there at the risk of Permittee and neither the City of Long Beach nor its officers or employees shall be liable for damage thereto not theft or misappropriation thereof.

Page 10 Section III.R

Visiting Vessels: Visiting vessels will be issued end tie slip or guest slip permits for a maximum period of fifteen (15) days per month. No extensions will be granted nor shall a visiting vessel be entitled to an assignment to a different slip within Long Beach marinas, unless authorized by the Manager.

Page 12 Section IV.L

Bicycles and Motorcycles: No person shall roller skate, skateboard, ride bicycles or motorcycles on the docks and gangways within the Long Beach marinas, with the exception of City of Long Beach employees in the normal course of their duties.

Page 12 and 13 Section IV.M

3. No vehicle in excess of twenty (20) feet in overall length may occupy any parking space within the parking lots adjacent to the Downtown Shoreline Marina or in the parking lot adjacent to Basin 4 in the Alamitos Bay Marina without the permission of the Manager or his designee. No vehicle in excess of twenty-four (24) feet in overall length may occupy any parking space within the parking lots adjacent to Alamitos Bay Marina, with the exception of Basin 4 described herein.
7. The parking of Recreational Vehicles (R.V.'s) and vehicles of extended length will be limited to designated areas within the Alamitos Bay Marina. Vehicles will be required to obtain a parking

permit from the Manager. All recreational vehicles in the designated area must be moved the first and third Thursday of each month for street sweeping.

10. Trailers and inoperable vehicles are not allowed in the marina parking lots. Failure to remove a trailer or inoperable vehicle will result in the impound of the trailer or inoperable vehicle at a cost to the owner.

Page 14

Section IV.P

Leaving and Entering Marina: Vessels entering and leaving the marina will abide by all rules of navigation and posted speed limits.

Section IV.Q

No Sailing or Cruising within Downtown Shoreline Marina: The Downtown Shoreline Marina shall be entered only for the purpose of berthing vessels and for embarking and disembarking passengers from commercial floats.

Page 15 Section IV.Z

Fueling in the marina must be accomplished using a container manufactured for fueling purposes, which is no larger than six (6) gallons.